

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF
THE CONGO REGARDING THE REDUCTION AND CONSOLIDATION OF
DEBTS OWED TO, GUARANTEED BY, OR INSURED BY THE UNITED
STATES GOVERNMENT AND ITS AGENCIES

The Government of the United States of America (the "United States") and the Government of the Democratic Republic of the Congo (the "DRC") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Debt of the Democratic Republic of Congo, signed in Paris on September 13, 2002, (hereinafter referred to as the "Minute") by representatives of certain nations, including the United States (hereinafter referred to as "Participating Creditor Countries") and by the representative of the DRC, and in accordance with the applicable domestic laws of the United States and the DRC, the United States and the DRC agree herein to reduce and reschedule certain DRC payments arising from debts which are owed to, guaranteed by, or insured by the United States Government or its Agencies.

2. With respect to amounts due to the Export-Import Bank of the United States ("Ex-Im Bank"), the United States Department of Defense ("DoD") and the United States Agency for International Development ("USAID"), each agency will notify the DRC of the respective amounts reduced and rescheduled hereunder. This Agreement will be further implemented by separate agreements (the "Implementing Agreements") between the Commodity Credit Corporation ("CCC") and the DRC concerning CCC Agreements and between the United States and the DRC concerning United States Department of Agriculture ("USDA") PL 480 Credits.

Article II

Definitions

1. "Contracts" mean those agreements or other financial arrangements that have maturities under:
 - (a) commercial credits guaranteed or insured by the United States or its Agencies, having original maturities of more than one year, which (i) were extended to the Government of the DRC or to the DRC Public Sector, or covered by the guarantee of the Government of the DRC or the DRC Public Sector and (ii) were concluded before June 30, 1983;

(b) loans from the United States or its Agencies, excluding USAID Direct Loans ("USAID loans") and USDA PL-480 agreements ("PL-480 credits"), having original maturities of more than one year, which (i) were extended to the Government of the DRC or to the Public Sector, or covered by the guarantee of the Government of the DRC or the DRC Public Sector and (ii) were concluded before June 30, 1983;

(c) bilateral debt rescheduling agreements ("Rescheduling Agreements") between the United States and the DRC signed on July 23, 1982, May 3, 1984, December 3, 1985, April 9, 1987, and February 20, 1988, excluding the provisions relating to PL-480 credits and USAID loans rescheduled thereunder;

(d) the bilateral debt rescheduling agreement between the United States and the DRC signed on December 23, 1989, excluding the provisions relating to PL-480 credits and USAID loans rescheduled thereunder;

(e) USAID loans or PL-480 credits that have original maturities of more than one year, which (i) were extended to the Government of the DRC or to the DRC Public Sector, or covered by the guarantee of the DRC or the DRC Public Sector and (ii) were concluded before June 30, 1983;

(f) Rescheduling Agreements between the United States and the DRC signed on July 23, 1982, May 3, 1984, December 3, 1985, April 9, 1987, and February 20, 1988, as they apply to USAID loans and PL-480 credits rescheduled thereunder; and

(g) the bilateral debt rescheduling agreement between the United States and the DRC signed on December 23, 1989, as it applies to USAID loans and PL-480 credits rescheduled thereunder.

Debt service due as a result of debts described above and effected through special payment mechanisms or other external accounts is included in the present agreement.

A table listing the relevant Contracts to be included under the restructuring is attached hereto as Annex A.

2. "Agencies" mean Ex-Im Bank, DoD, USDA and USAID.

3. "Consolidation Period" means the period from (i) July 1, 2002 through June 30, 2003, inclusive, if the conditions of Article IV, subparagraph (2)(a) are satisfied; (ii) July 1, 2002 through June 30, 2004, inclusive, if the conditions set forth in Article IV, subparagraph (2)(b) of this Agreement are satisfied; and (iii) July 1, 2002 through June 30, 2005, inclusive, if the conditions set forth in Article IV, subparagraph (2)(c) of this Agreement are satisfied.

4. "Consolidated Debt" means one hundred (100) percent of the amounts of principal and interest, excluding Late Interest, falling due during the Consolidation Period under the Contracts specified in subparagraphs 1(a), 1(b), 1(c), and 1(d) of this Article.

5. "Consolidated ODA Debt" means one hundred (100) percent of the amounts of principal and interest, excluding Late Interest, falling due during the Consolidation Period under the Contracts specified in subparagraphs 1(e), 1(f), and 1(g) of this Article.

6. "Consolidated Arrears" mean 100 percent of the amount of unpaid principal and interest, including Late Interest, due as of June 30, 2002, inclusive, under the Contracts specified in subparagraphs 1(a), 1(b), 1(c), and 1(d) of this Article.

7. "Consolidated ODA Arrears" mean 100 percent of the amount of unpaid principal and interest, including Late Interest, due as of June 30, 2002, inclusive, under the Contracts specified in subparagraphs 1(e), 1(f), and 1(g) of this Article.

8. "Post cut-off Debt" means one hundred (100) percent of the amounts of principal and interest, excluding Late Interest, due from July 1, 2002 to December 31, 2002, inclusive, on loans and credits having an original maturity of more than one year that were (i) extended pursuant to a contract or other financial arrangement extended, or guaranteed by the Participating Creditor Countries or their appropriate institutions, payable on cash terms, and (ii) concluded on or after June 30, 1983.

9. "Post cut-off Arrears" mean one hundred (100) percent of unpaid principal and interest, including Late Interest,

due as of June 30, 2002 inclusive, on loans and credits having an original maturity of more than one year, which were (i) extended pursuant to a contract or other financial arrangement extended, or guaranteed by the Participating Creditor Countries or their appropriate institutions, and (ii) concluded on or after June 30, 1983.

10. "Short-term Arrears" shall include one hundred (100) percent of unpaid principal and interest, including Late Interest, due as of June 30, 2002, inclusive, on credits and loans having an original maturity of one year or less.

11. "Interest" means interest payable on Consolidated Debt, Consolidated ODA Debt, Consolidated Arrears, Consolidated ODA Arrears, Post Cut-off Debt, Post Cut-off Arrears, Short-term Arrears, Capitalized Interest, and Late Interest in accordance with the terms of this Agreement. Interest on Consolidated Arrears, Consolidated ODA Arrears, Post Cut-off Arrears, and Late Interest shall accrue at the rates set forth in this Agreement beginning on July 1, 2002. Interest on Consolidated ODA Debt, Consolidated Debt, Post Cut-off Debt, and Capitalized Interest shall accrue beginning on the respective due dates for such installments as established by this Agreement, and continue to accrue until such amounts are repaid in full.

12. "Late Interest" means interest charges payable on due, but unpaid amounts of principal and interest that have accrued up to June 30, 2002, inclusive, on amounts of Consolidated Arrears, Consolidated ODA Arrears, Post cut-off Arrears, and Short-term Arrears in accordance with the terms of the Contracts, notwithstanding the payment of such principal and interest subsequent to the original due dates.

13. "Capitalized Interest" means one hundred (100) percent of interest accruing from July 1, 2002 to June 30, 2005 inclusive, on the outstanding balances of Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, and Consolidated ODA Arrears in accordance with the terms of this Agreement, including the rates specified herein.

14. "Additional Interest" means interest accruing at the rates set forth in this Agreement or the Implementing Agreements on due, but unpaid, installments of Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, and Consolidated ODA Arrears, Interest, Post cut-off Debt, Post

cut-off Arrears, Capitalized Interest, Short-term Arrears, and Late Interest beginning on the respective due dates for such installments as established by this Agreement or the Implementing Agreement, and continuing to accrue until such amounts are repaid in full.

ARTICLE III

Terms and Conditions of Payment

1. Sixty-seven (67) percent of the DRC's Consolidated Debt and Consolidated Arrears are hereby cancelled. The DRC agrees to repay the remaining thirty-three (33) percent of Consolidated Debt and Consolidated Arrears in United States dollars.

(a) The Consolidated Debt and Consolidated Arrears remaining after the cancellation referred to above shall be repaid in accordance with the following terms and conditions:

0.12% on July 1, 2010;	0.20% on January 1, 2011;
0.28% on July 1, 2011;	0.38% on January 1, 2012;
0.48% on July 1, 2012;	0.58% on January 1, 2013;
0.70% on July 1, 2013;	0.82% on January 1, 2014;
0.94% on July 1, 2014;	1.08% on January 1, 2015;
1.22% on July 1, 2015;	1.36% on January 1, 2016;
1.52% on July 1, 2016;	1.70% on January 1, 2017;
1.86% on July 1, 2017;	2.06% on January 1, 2018;
2.26% on July 1, 2018;	2.46% on January 1, 2019;
2.68% on July 1, 2019;	2.92% on January 1, 2020;
3.18% on July 1, 2020;	3.44% on January 1, 2021;
3.70% on July 1, 2021;	4.00% on January 1, 2022;
4.30% on July 1, 2022;	4.64% on January 1, 2023;
4.98% on July 1, 2023;	5.34% on January 1, 2024;
5.72% on July 1, 2024;	6.12% on January 1, 2025;
6.54% on July 1, 2025;	7.00% on January 1, 2026;
7.46% on July 1, 2026;	7.96% on January 1, 2027.

(b) The rate of interest on the Consolidated Debt and Consolidated Arrears remaining after the cancellation referred to above shall be as follows:

(i) For Ex-Im Bank, the rate of interest shall be fixed at approximately 5.625 percent, as of January

2003, determined by Ex-Im Bank to be one-half of one percent ($1/2$ of 1%) over the interest rate applicable to the United States Treasury's long term borrowings that is in effect on the date of entry into force of the Agreement.

(ii) For CCC debt, the rate of interest shall be based on the U.S. Treasury average market yields rate in effect on the date of signature of this Agreement for a 23-year loan maturity plus one-half of one percent ($1/2$ of 1%).

(iii) For USAID Housing Guarantees (HG), the rate of interest shall be based on the U.S. Government cost of borrowing for a comparable maturity that is in effect on the date of entry into force of this Agreement, plus one-eighth of one percent.

(iv) For DoD, the rate of interest shall be based on the U.S. Government cost of borrowing for a comparable maturity that is in effect at the entry into force of this Agreement, plus one-eighth of one percent ($1/8$ of 1%).

(c) The Interest due on Consolidated Debt and, Consolidated Arrears remaining after the cancellation referred to above, excluding Capitalized interest, shall be paid in consecutive semi-annual installments on January 1 and July 1 of each year, commencing on January 1, 2004 if the Consolidation Period is July 1, 2002 through June 30, 2003, inclusive; commencing on January 1, 2005 if the Consolidation Period is July 1, 2002 through June 30, 2004, inclusive; or commencing January 1, 2006 if the Consolidation Period is July 1, 2002 through June 30, 2005.

A table summarizing the amount of Consolidated Arrears and Consolidated Debt owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2003, inclusive, is attached hereto as Annex B1. A table summarizing the amount of Consolidated Arrears and Consolidated Debt owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2004, inclusive, is attached hereto as Annex B2. A table summarizing the amount of Consolidated Arrears and Consolidated Debt owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2005, inclusive, is attached hereto as Annex B3.

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2. The DRC agrees to repay the Consolidated ODA Debt and Consolidated ODA Arrears in United States dollars.

(a) The Consolidated ODA Debt and Consolidated ODA Arrears shall be repaid in accordance with the following terms and conditions:

0.53% on July 1, 2020;	0.56% on January 1, 2021;
0.59% on July 1, 2021;	0.62% on January 1, 2022;
0.65% on July 1, 2022;	0.68% on January 1, 2023;
0.71% on July 1, 2023;	0.75% on January 1, 2024;
0.79% on July 1, 2024;	0.83% on January 1, 2025;
0.87% on July 1, 2025;	0.91% on January 1, 2026;
0.96% on July 1, 2026;	1.00% on January 1, 2027;
1.05% on July 1, 2027;	1.11% on January 1, 2028;
1.16% on July 1, 2028;	1.22% on January 1, 2029;
1.28% on July 1, 2029;	1.34% on January 1, 2030;
1.41% on July 1, 2030;	1.48% on January 1, 2031;
1.56% on July 1, 2031;	1.63% on January 1, 2032;
1.72% on July 1, 2032;	1.80% on January 1, 2033;
1.89% on July 1, 2033;	1.99% on January 1, 2034;
2.08% on July 1, 2034;	2.19% on January 1, 2035;
2.30% on July 1, 2035;	2.41% on January 1, 2036;
2.53% on July 1, 2036;	2.66% on January 1, 2037;
2.79% on July 1, 2037;	2.93% on January 1, 2038;
3.08% on July 1, 2038;	3.23% on January 1, 2039;
3.40% on July 1, 2039;	3.57% on January 1, 2040;
3.74% on July 1, 2040;	3.93% on January 1, 2041;
4.13% on July 1, 2041;	4.33% on January 1, 2042;
4.55% on July 1, 2042;	4.78% on January 1, 2043;
5.02% on July 1, 2043;	5.26% on January 1, 2044.

(b) The rates of interest on Consolidated ODA Debt and Consolidated ODA Arrears shall be as follows for the United States and its Agencies:

(i) For USDA PL 480 credits, the rate of interest shall be 3.31 percent.

(ii) For USAID Direct Loans, the rate of interest shall be approximately 2.95 percent.

(c) The Interest on Consolidated ODA Debt and Consolidated ODA Arrears shall be paid in consecutive semi-annual installments on July 1 and January 1 of each year, commencing January 1, 2004 if the Consolidation Period is July 1, 2002 through June 30, 2003, inclusive; commencing

on January 1, 2005 if the Consolidation Period is July 1, 2002 through June 30, 2004, inclusive; or commencing January 1, 2006 if the Consolidation Period is July 1, 2002 through June 30, 2005.

A table summarizing the amount of Consolidated ODA Arrears and Consolidated ODA Debt owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2003, inclusive, is attached hereto as Annex C1. A table summarizing the amount of Consolidated ODA Arrears and Consolidated ODA Debt owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2004, inclusive, is attached hereto as Annex C2. A table summarizing the amount of Consolidated ODA Arrears and Consolidated ODA Debt owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2005, inclusive, is attached hereto as Annex C3.

3. The DRC agrees to repay Capitalized Interest in United States dollars in accordance with the following terms and conditions:

(a) Capitalized Interest shall be capitalized as installments become due and repaid in 16 equal and successive semi-annual installments, the first one to be made on March 31, 2006 and the last one on September 30, 2013.

(b) The rates of interest on Capitalized Interest for the United States and its Agencies will be the same as the rates of interest stated in Article III, subparagraphs 1(b) and 2(b).

(c) The Interest on Capitalized Interest shall be paid in consecutive semi-annual installments on March 31 and September 30 of each year, commencing on September 30, 2003.

A table summarizing the amount of Capitalized Interest owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2003, inclusive, is attached hereto as Annex D1. A table summarizing the amount of Capitalized Interest owed if the Consolidation Period covers the period from July 1, 2002 to June 30, 2004, inclusive, is attached hereto as Annex D2. A table summarizing the amount of Capitalized Interest owed if the

Consolidation Period covers the period from July 1, 2002 to June 30, 2005, inclusive, is attached hereto as Annex D3.

4. The DRC agrees to repay Post cut-off Arrears in United States dollar in accordance with the following terms and conditions:

(a) Post cut-off Arrears shall be repaid in accordance with the following:

2.50% on 31 March 2003	2.50% on 30 September 2003
2.50% on 31 March 2004	2.50% on 30 September 2004
3.75% on 31 March 2005	3.75% on 30 September 2005
10% on 31 March 2006	10% on 30 September 2006
10% on 31 March 2007	10% on 30 September 2007
10% on 31 March 2008	10% on 30 September 2008
11.25% on 31 March 2009	11.25% on 30 September 2009

Notwithstanding the foregoing, the first payment shall be made as soon as possible, but no later than 35 days after signature of this Agreement. If the first payment is made later than 35 days after signature of this Agreement, late interest will be charged on the unpaid amount.

(b) The rates of interest on Post cut-off Arrears for the United States and its Agencies will be the same as the rates of interest specified in Article III, subparagraphs 1(b) and 2(b) of this Agreement.

(c) The Interest on Post cut-off Arrears shall be paid in consecutive, semi-annual installments on March 31 and September 30 of each year, commencing on September 30, 2003.

A table summarizing the amounts of Post cut-off Arrears owed to the United States and its Agencies is attached hereto as Annex E1.

5. The DRC agrees to repay Post cut-off Debt in United States dollars in accordance with the following terms and conditions:

(a) Post cut-off Debt shall be repaid in six equal and successive semi-annual payments commencing on March 31, 2003 and ending on September 30, 2005.

Notwithstanding the foregoing, the first payment shall be made as soon as possible, but no later than 35 days after signature of this Agreement. If the first payment is made later than 35 days after signature of this Agreement, late interest will be charged on the unpaid amount.

(b) The rates of interest on Post cut-off Debt for the United States and its Agencies will be the same as the rates of interest specified in Article III, subparagraphs 1(b) and 2(b) in this Agreement.

(c) The Interest on Post cut-off Debt shall be paid in consecutive, semi-annual installments on March 31 and September 30 of each year, commencing on September 30, 2003.

A table summarizing the amount of Post cut-off Debt owed to the United States and its Agencies is attached hereto as Annex F1.

6. The DRC agrees to repay Short-term Arrears in United States dollars in accordance with the following terms and conditions:

(a) Short-term Arrears shall be deferred and subsequently repaid in accordance with the following:

1.25% on 31 March 2003	1.25% on 30 September 2003
2.50% on 31 March 2004	2.50% on 30 September 2004
3.75% on 31 March 2005	3.75% on 30 September 2005
10% on 31 March 2006	10% on 30 September 2006
10% on 31 March 2007	10% on 30 September 2007
10% on 31 March 2008	10% on 30 September 2008
12.5% on 31 March 2009	12.5% on 30 September 2009

Notwithstanding the foregoing, the first payment shall be made as soon as possible, but no later than 35 days after signature of this Agreement. If the first payment is made later than 35 days after signature of this Agreement, late interest will be charged on the unpaid amount.

(b) The rate of interest on Post cut-off Debt for the United States and its Agencies will be the same as the interest rates specified in Article III, subparagraphs 1(b) and 2(b) in this Agreement.

(c) The Interest on Short-term Arrears shall be paid in consecutive, semi-annual installments on March 31 and September 30 of each year commencing on September 30, 2003.

A table summarizing the amount of Short-term Arrears owed to the United States and its Agencies is attached hereto as Annex G1.

7. Adjustments to the amounts of Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, Consolidated ODA Arrears, Post cut-off Debt, Post cut-off Arrears, Capitalized Interest, and Short-term Arrears may be made as necessary and as mutually agreed.

8. All terms of the Contracts remain in full force and effect, except as they may be modified by this Agreement.

ARTICLE IV

General Provisions

1. The DRC agrees to grant the United States and its Agencies treatment on terms no less favorable than those which it has accorded, or may accord, to any other creditor country or its agencies for the consolidation of debts of comparable maturities.

2. The provisions of Article III will apply as follows:

a) from July 1, 2002 through June 30, 2003, provided that the Government of the DRC continues to have an appropriate arrangement with the IMF;

b) from July 1, 2002 through June 30, 2004, provided that (i) the Executive Board of the IMF has approved before September 30, 2003 a second review of the arrangement under the Poverty Reduction and Growth Facility (PRGF) with the Government of the DRC and (ii) the DRC has made on due dates the payments referred to in the present agreement;

c) from July 1, 2002 up to June 30, 2005 provided that (i) the Executive Board of the IMF has approved before September 30, 2004 a fourth review of the arrangement under the PRGF with the Government of the DRC and (ii) the DRC has made on due dates the payments referred to in the present agreement.

3. The DRC will seek to secure from external creditors, including banks and suppliers, rescheduling or refinancing arrangements on terms comparable to those set forth in the Agreed Minute on the Consolidation of the Debt of the Democratic Republic of Congo for credits of comparable maturities, while trying to avoid inequity between different categories of creditors.

4. The DRC agrees to pay all Consolidated Debt, Consolidated Arrears, Consolidated ODA Debt, Consolidated ODA Arrears, Interest, Post cut-off Arrears, Post cut-off Debt, Capitalized Interest, Short-term Arrears, Late Interest and Additional Interest, if any, to the United States and its Agencies, in United States dollars, without any deductions for taxes, fees or other public charges or any other costs accruing inside or outside the DRC.

5. The DRC guarantees the immediate and unrestricted transfer of the foreign exchange counterpart of all amounts paid in local currency by private debtors in the DRC for the servicing of their foreign debts owed to or guaranteed by the Participating or Observer Creditor Countries or their appropriate institutions, for which the corresponding payments in local currency have been or will be deposited in the Central Bank of the DRC.

6. The DRC agrees to pay all debt service due and not paid that is owed to, guaranteed by, or insured by the United States or its Agencies. Debt service payments that are due and not covered by this Agreement shall be paid no later than 35 days after signature of this Agreement, whichever is sooner. Late interest will be charged on these amounts.

7. The DRC represents and warrants that it has taken all action necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes the valid and binding obligations of the DRC, enforceable against the DRC in accordance with its terms and for the performance of which the full faith and credit of the DRC is pledged.

8. With respect to amounts owed to Ex-Im Bank under this Agreement, DRC (referred to as the "Government" in Annex H

hereto) agrees to the additional terms and conditions set forth in Annex H.

9. With respect to amounts owed to USAID under this Agreement, the DRC (referred to as the "Government" in Annex I hereto) agrees to the additional terms and conditions set forth in Annex I.

10. With respect to amounts owed to DoD under this Agreement, the DRC (referred to as the "Government" in Annex J hereto) agrees to the additional terms and conditions set forth in Annex J.

11. This Agreement may be amended or modified by mutual consent of the United States and the DRC.

Article V

Subsequent Debt Reduction

If the DRC maintains satisfactory financial relations with the Participating Creditor Countries, fully implements all debt agreements signed with them, maintains a sound adjustment track record, and the Boards of the International Monetary Fund and the World Bank decide that the DRC has reached its decision point under the Enhanced Debt Initiative for the Heavily Indebted Poor Countries, the United States agrees, in principle, to participate in a Paris Club meeting convened for the purpose of considering Cologne flow treatment for the DRC. The United States agrees, in the context of equitable burden sharing among creditors, to take such actions as it deems appropriate to enable the DRC to reach its debt sustainability objective.

ARTICLE VI

Suspension or Termination

The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to the DRC.

ARTICLE VII

Entry into Force

This Agreement shall enter into force following signature of the Agreement and receipt by the DRC of written notice from the United States that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

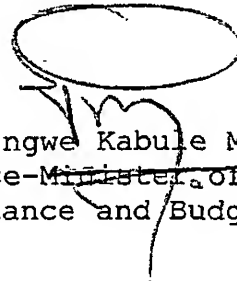
Done in Kinshasa, DRC this 10th day of April, 2003. *CE*

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

FOR THE GOVERNMENT OF
THE DEMOCRATIC
REPUBLIC OF THE CONGO

Aubrey Hooks

Aubrey Hooks
Ambassador



Luongwe Kabule Mulungo
~~Vice-Minister of~~
Finance and Budget

Annex A
Contracts Subject to Restructuring

EX-IM

4684	R-90
4685	R-98
R-40	R-115
R-61	R-145

USAID DL

660-H-008	660-T-045A	660-K-072R
660-H-013	660-H-046R	660-K-076R
660-K-002	660-H-056R	660-K-079R
660-K-006	660-H-059R	660-T-048R
660-K-010	660-H-063R	660-T-057R
660-K-015	660-H-073R	660-T-060R
660-K-017	660-H-075R	660-T-061R
660-K-025	660-H-078R	660-T-074R
660-K-062	660-K-033R	660-T-077R
660-T-016	660-K-047R	660-T-080R
660-T-026	660-K-055R	
660-T-045	660-K-058R	

USAID HG

660-HG-001A01	660-HR-006	660-HR-009
660-HR-011	660-HR-012	660-HR-014
660-HR-015	660-HR-016	660-HR-017
660-HR-018	660-HR-019	

USDA PL 480

10/03/66	04/03/82	04/09/87
10/21/69	07/23/82	02/24/88
10/07/71	11/27/82	02/20/88
03/25/76	12/10/83	05/02/89
05/24/77	05/03/84	12/23/89
08/25/78	12/22/84	02/07/90
07/27/79	11/27/85	12/20/90
05/30/80	12/03/85	
05/07/81	01/22/87	

USDA CCC

05/03/84
12/03/85
04/09/87
02/20/88
12/23/89

DoD

CX-791G	CX-847D	CX-889D
CX-801G	CX-848D	CX-907D
CX-811G	CX-867D	CX-908D
CX-821G	CX-877D	CX-908E
CX831G	CX887D	
CX-826D	CX887E	

Annex B1

Summary of Consolidated Arrears at June 30, 2002 and
Consolidated Debt for the Period July 1, 2002 through
June 30, 2003
(thousands of U.S. dollars)

EXIM	\$1,721,152
AID HG	\$ 42,403
DoD	\$391,730
CCC	\$ 26,002

Total \$2,181,287

Annex B2

Summary of Consolidated Arrears at June 30, 2002 and
Consolidated Debt for the Period July 1, 2002 through
June 30, 2004
(thousands of U.S. dollars)

Ex-Im \$1,749,167
AID HG \$ 43,338
DoD \$399,040

CCC \$ 26,291

Total \$2,217,836

Annex B3

Summary of Consolidated Arrears at June 30, 2002 and
Consolidated Debt for the Period July 1, 2002 through
June 30, 2005

(thousands of U.S. dollars)

Ex-Im \$1,782,558

AID HG \$ 44,238

DoD \$407,146

CCC \$ 26,421

Total \$2,260,363

Annex C1

Summary of Consolidated ODA Arrears at June 30, 2002 and
Consolidated ODA Debt for the Period
July 1, 2002 through June 30, 2003

(thousands of U.S. dollars)

PL-480 \$173,246

AID DL \$117,260

Total \$290,506

Annex C2

Summary of Consolidated ODA Arrears at June 30, 2002 and
Consolidated ODA Debt for the Period
July 1, 2002 through June 30, 2004

(thousands of U.S. dollars)

PL-480 \$179,492

AID DL \$119,609

Total \$299,101

Annex C3

Summary of Consolidated ODA Arrears at June 30, 2002 and
Consolidated ODA Debt for the Period
July 1, 2002 through June 30, 2005
(thousands of U.S. dollars)

PL-480	\$186,276
AID DL	\$121,176
Total	\$307,452

Annex D1

Summary of Capitalized Interest for the Consolidation
Period July 1, 2002 through June 30, 2003
(thousands of U.S. dollars)

USAID DL	\$ 48
USAID HG	\$ 6,366
EXIM	\$35,191
USDA PL480	\$ 5,659
USDA CCC	\$ 1,452
DoD	\$ 6,393

Total	\$55,109
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Annex D2

Summary of Capitalized Interest for the Consolidation
Period July 1, 2002 through June 30, 2004
(thousands of U.S. dollars)

USAID DL	\$ 82
USAID HG	\$ 6,507
EXIM	\$70,935
USDA PL480	\$11,509
USDA CCC	\$ 2,921
DoD	\$12,909

Total	\$104,863
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Annex D3
Summary of Capitalized Interest for the Consolidation
Period July 1, 2002 through June 30, 2005
(thousands of U.S. dollars)

USAID DL	\$ 118
USAID HG	\$ 6,642
EXIM	\$107,895
USDA PL480	\$ 17,561
USDA CCC	\$ 4,399
DoD	\$ 19,538
Total	\$156,153

Annex E1
Summary of Post cut-off Arrears
(thousands of U.S. dollars)

USDA PL-480	\$59,377
USAID DL	\$ 84
TOTAL	\$59,461

Annex F1
Summary of Post cut-off Debt
(thousands of U.S. dollars)

USDA PL-480	\$7,347
USAID DL	\$ 5
TOTAL	\$7,352

Annex G1
Summary of Short-term Arrears
(thousands of U.S. dollars)

TOTAL	\$0
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ANNEX H
ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO
AMOUNTS OWING TO EX-IM BANK

The Government of the Democratic Republic of the Congo, (hereinafter referred to as the "Government"), agrees to the following additional terms and conditions with respect to the amounts owing to Ex-Im Bank, guaranteed by Ex-Im Bank, or insured by Ex-Im Bank, pursuant to the attached Agreement between the Government of the United States of America and the Government:

A. Definitions.

1. "Business Day" means any day on which the Federal Reserve Bank of New York is open for business.
2. "Interest Payment Date" means with respect to Consolidated Debt and Consolidated Arrears, July 1 and January 1 of each year, commencing on January 1, 2006 and March 31 and September 30 of each year commencing on September 30, 2003 with respect to Capitalized Interest. In the event any Interest Payment Date is not a Business Day, then the next succeeding Business Day after such date shall be the Interest Payment Date.
3. "Interest Period" for purposes of this agreement means the 6 month period beginning on each Interest Payment Date and ending on the day immediately preceding the next succeeding Interest Payment Date.

B. Payments.

1. Funds and Place of Payment. All payments to be made by the Government to Ex-Im Bank under this Agreement shall be made in United States dollars in immediately available and freely transferable funds to the Federal Reserve Bank of New York for credit to Ex-Im Bank's account at the U.S. Treasury Department as identified below or as otherwise directed in writing by the Treasurer-Controller or an Assistant Treasurer-Controller of Ex-Im Bank.

US Treasury Department
021030004
TREAS NYC/CTR/
BNF=/AC-4984 OBI=

6-1

EXPORT-IMPORT BANK


DUE [DATE] ON EIB REFUNDING CREDIT NO. R-278 FROM THE DRC

2. Payment on a Non-Business Day. Whenever any payment falls due on a day that is not a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and such extension of time shall be included in the computation of Interest in connection with such payment.

3. Application of Payments. All payments made by the Government to Ex-Im Bank under this Agreement shall be applied chronologically (commencing with the oldest) to amounts then due and payable under this Agreement in the following order of priority: (a) to Interest to the extent that any Additional Interest (as hereinafter set forth) due as of the date of payment on such Interest can be satisfied on the amount applied to such Interest, and if applicable, ratably to those installments due on the same date, and (b) to the principal to the extent that any Additional Interest due as of the date of payment on such principal can be satisfied on the amount applied to such principal, and if applicable, ratably to those installments due on the same date.

4. Prepayments. The Government shall have the right to prepay on any Interest Payment Date all or part of the principal then outstanding under this Agreement; provided that the Government shall have paid all amounts due and payable under this Agreement as of the date of such prepayment, together with Interest which has accrued to the date of prepayment on the amount prepaid. Any such prepayment shall be applied by Ex-Im Bank to the outstanding installments of principal in the inverse order of their scheduled maturity, and if applicable, ratable to those installments maturing on the same date.

C. Exporter Retentions. The term "Exporter Retention(s)" means with respect to the Contracts stipulated in this Agreement, (a) that portion of commercial credits from commercial lenders or U.S. exporters which was not guaranteed or insured by Ex-Im Bank and is owed to such commercial lenders or U.S. exporters or (b) loans from commercial lenders or U.S. exporters which were incurred in participation with loans from Ex-Im Bank. In the event that the commercial lender or U.S. exporter agrees to consolidate and reschedule its Exporter Retentions(s) in



accordance with the terms of this Agreement, such Exporter Retentions(s) shall be included in the subject rescheduling.

D. Computation of Interest. Interest shall be computed on the basis of the actual number of days elapsed, using a 365-day year.

E. Additional Interest. If any amount of the principal or Interest owing to Ex-Im Bank under this Agreement is not paid in full on the due dates set forth in this Agreement, the Government shall pay to Ex-Im Bank on demand Additional Interest on the unpaid amount, accruing from the respective due date until paid in full, computed on the same basis as Interest, at the fixed rate stipulated in this Agreement.

F. Representations. The Government represents and warrants that it has taken all actions necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes the valid and binding obligations of the Government, enforceable against the Government in accordance with its terms and for the performance of which the full faith and credit of the Government is pledged. The Government acknowledges that the activities contemplated by this Agreement are commercial in nature rather than governmental or public and agrees that, to the extent that it has or hereafter may acquire immunity from suit, judgment and/or execution, it will not assert or claim any such right of immunity with respect to any action by Ex-Im Bank to enforce the Government's obligations under this Agreement.

G. Events of Default. In the event that the Government fails to pay when due (a) any amount owing to Ex-Im Bank under this Agreement or (b) any amount owing under any other agreement or instrument in which any indebtedness (whether direct or indirect, contingent or otherwise) of the Government thereunder is owed to, guaranteed or insured, in whole or in part, by Ex-Im Bank, then Ex-Im Bank, by written notice to the Government, may make immediately due and payable the entire principal amount owing to Ex-Im Bank and outstanding under this Agreement, plus accrued Interest and Additional Interest thereon to the date of payment, and all other amounts owing to Ex-Im Bank under this Agreement.

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H. Miscellaneous Provisions.

1. Disposition of Indebtedness. Ex-Im Bank may at any time sell, assign, transfer, negotiate, grant participation in, or otherwise dispose of all or any portion of the indebtedness of the Government outstanding and owing to Ex-Im Bank under this Agreement to any party, and any such party shall enjoy all the rights and privileges of Ex-Im Bank under this Agreement. The Government shall, at the request of Ex-Im Bank, execute and deliver to Ex-Im Bank or to such party or parties as Ex-Im Bank may designate any and all further instruments as may be necessary or advisable to give full force and effect to such disposition by Ex-Im Bank.

In the event that Ex-Im Bank does decide to sell, assign, transfer, negotiate, grant participation in, or otherwise dispose of all or any portion of the indebtedness of the Government, Ex-Im Bank agrees to provide ten (10) days' prior written notice to the Government of such decision. This notice is provided by Ex-Im Bank as a courtesy to the Government and shall in no way limit Ex-Im Bank, in its sole discretion, to sell, assign, transfer, negotiate, grant participation in, or otherwise dispose of all or any portion of the indebtedness of the Government.

2. Expenses. The Government shall pay on demand all reasonable costs and expenses incurred by or charged to Ex-Im Bank in connection with or arising out of this Agreement, including without limitation costs and legal fees incurred by or charged to Ex-Im Bank in connection with the enforcement of this Agreement.

3. Adjustments. On or about 135 days after the execution of this Agreement, Ex-Im Bank shall inform the Government of the actual amounts, if any, to be refunded hereunder. The parties hereto agree to make any necessary adjustments to the amounts being refunded.

4. Communications. All communications between the Government and Ex-Im Bank under this Agreement shall be in writing, in the English language (or accompanied by an accurate English translation). All communications to the Government shall be addressed to the Government at the address designated by the Government from time to time in writing to Ex-Im Bank; all communications to Ex-Im Bank shall be addressed to Ex-Im Bank at the following address:

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Treasurer-Controller
Telex: 89461 EX-IM BANK WSH
197681 EXIM UT
Facsimile: (202) 565-3890

5. Governing Law. The Ex-Im Bank portion of this Agreement shall be governed by and construed in accordance with, the laws of the District of Columbia, United States of America.

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Annex I
Additional Terms and Conditions with Respect
to Amounts Owing to USAID

A. TERMS AND CONDITIONS OF PAYMENTS

1. Payments. The Government agrees to pay amounts owing to USAID in accordance with the terms and conditions of this Agreement, including this Annex.

2. Funds and Place of Payment. All payments made to USAID by the Government under this Agreement shall be made in United States dollars via electronic funds transfer to the Federal Reserve Bank, 33 Liberty Street, New York, New York 10045. Payment instructions to the Federal Reserve Bank should read:

BNF-/AC-72000001 OBI=(Pay US Dollars
Principal Interest
Loan Number)

3. Application of Payments. To the extent a payment by the Government is insufficient to satisfy the aggregate amount of principal and interest due, such payment shall be applied first to interest then due, with the remainder, if any, applied to the principal amount of the installment.

4. Prepayments. Any prepayments made pursuant to Article IV that may be applied to installments of principal shall be applied in the inverse order of their maturity if the rescheduled amounts relate to direct loans and in chronological order if the rescheduled amounts relate to obligations under the housing guaranty program.

5. Payments due on non-business days. In the event that a payment is due on a day when the Federal Reserve Bank of New York is closed for business, the payment shall be made on the next succeeding business day. This extension of time shall be included in computing the interest on such payment and excluded from the following interest period, if any.

B. INTEREST

1. Computation of Interest. Interest shall be computed on the basis of the outstanding balance of the loan times

the interest rate (annual interest) and dividing by the number of payments per year.

C. GENERAL PROVISIONS

1. Adjustments. Following the execution of this Agreement, USAID shall inform the Government of the actual amounts to be rescheduled hereunder, provide a repayment schedule of those amounts, and notify the Government of the actual applicable interest rate(s). The parties hereto agree to make any necessary adjustments to the amounts being rescheduled under this Agreement and such amounts may be further adjusted, from time to time, as the parties may mutually agree.

2. Future consolidations. If the terms of this Agreement provide for the consolidation period to be extended beyond the initial consolidation period, and provided conditions contained in the Agreement are met, USAID will manage each extended period as a separate loan and identify it with a separate loan number and interest rate. Following notification that the conditions have been met, USAID will inform the Government of the actual amounts to be rescheduled under that consolidation, provide a repayment schedule of those amounts, and notify the Government of the applicable interest rate(s).

3. Communications. All communications between the Government and USAID shall be in writing in the English language (or accompanied by an accurate translation). All communications to the Government shall be addressed as the Government may designate from time to time in writing to USAID. All communications to USAID shall be addressed as follows:

Chief
Office of Financial Management, Loan Management Division
(FM/LM)
USAID
1300 Pennsylvania Avenue, N.W.
Room 2.10.B56
Washington, D.C. 20523
Fax: (202) 216-3541

USAID may change this designated address upon written notice to the Government.

4. Authorized Representatives. The Government shall designate in writing duly authorized representatives permitted to perform any and all actions required under this Agreement and may change its designated representatives by written notice to USAID. USAID may accept the signature of such representatives on any instrument as conclusive evidence that any such action effected by such instrument is authorized by the Government until receipt of written notice of revocation of their authority.

5. a. Event of Default. The failure by the Government to make full payment of any installment when due under this Agreement shall be deemed to be an event of default. Upon the occurrence of an event of default, USAID, at its option, may declare all or any part of unpaid principal and all accrued interest thereon to be due and payable immediately. If the Government pays the defaulted installment, including any Additional Interest which has accrued thereon, within sixty (60) days of the any such declaration, the declaration of an Event of Default will be deemed to have been rescinded.

b. Waivers of Default. No delay in exercising, or omission to exercise, any right accruing to USAID under this Agreement shall be construed as an acquiescence or waiver by USAID of any such right.

6. Notification and Confirmation. USAID will, to the maximum extent practicable, notify the Government of payments due at least fifteen (15) days prior to the due date of each payment. Failure to provide such notice, however, does not excuse failure to make payment when due.

7. Governing Law. The USAID portion of this Agreement will be governed by and construed in accordance with the laws of the District of Columbia, United States of America.

8. Expenses. The Government shall reimburse USAID, upon demand, for all reasonable and documented expenses (including legal fees) incurred by or charged to USAID in connection with or arising out of enforcement of this Agreement.

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Annex J
Repayment Provisions on Amounts Due
To the Department of Defense

All payments of principal and interest are payable in immediately available funds, free and clear of, and without deduction for, any taxes, levies, imposts, deductions, and withholdings whatsoever now or hereafter imposed, levied, collected, or assessed with respect thereto by any central or local authority of the Government and shall be paid free from all restrictions of any central or local authority of the Government.

The terms of this Agreement require payment in immediately available funds. To meet this requirement, request the payment be wire transferred to the Defense Security Cooperation Agency through the Federal Reserve Bank of New York. The wire transfer must include the following payment instructions:

021030004 Payment Amount (in U.S. dollars)
TREASURY NYC/(97000002)DSCA/COMPT/FM/PENTAGON
(Begin third party text - may use up to 230
characters with this optimum format; this text
should include the precise loan installments (s)
to which the remitted amount should be credited.)

Interest shall be computed on the basis of the actual number of days using a 365-day factor. Repayments which are due on a Saturday, Sunday, or public holiday, shall be made on the next succeeding business day in accordance with the laws of the United States. This extension of time, if applicable, shall be included in computing the interest on such repayments, but excluding from the next interest period, if any. Failure of the Government to make full repayment when due of any installment(s) of principal and/or interest shall result in an aggregate amount payable of the overdue installment(s), plus additional interest thereon at the rate specified from the due date to the date of repayment. If an installment payment made by the Government is insufficient to satisfy the aggregate amount of principal and interest then due, such repayment shall be applied first to satisfy the interest due with the remainder, if any, applied to satisfy the principal amount of the installment.

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In order to determine accurately the actual cost of funds applicable to debt due to the Department of Defense and hereby rescheduled, the interest rate shall be assigned at the time the Department of Defense provides the notification implementing this Agreement pursuant to Article I, paragraph 2. The interest rate stated in Article III, paragraph 1(b) of this Agreement represents a best estimate only and may fluctuate prior to the assignment of the interest rate as noted above.

The Government shall have the right to prepay at any time and from time-to-time without penalty or premium, all or any part of the principal due under this Agreement. Each prepayment shall be accomplished by the payment of interest on the amount prepaid to the date of prepayment. Each such prepayment shall be applied to the principal installments in the inverse order of their maturity.

The Government represents and warrants that it has taken all action necessary and appropriate under its constitution and laws to authorize it to incur the indebtedness herein contemplated and to execute this Agreement. The Government further represents and warrants that this Agreement has been validly signed and entered into by the Government and is binding upon it in accordance with its terms and when delivered pursuant hereto will constitute the valid and binding obligation of the Government for the payment and performance of which the full faith and credit of the Government is pledged.

If the Government fails to pay any amount due to the Department of Defense, or if any representation or warranty of the Government herein proves to be untrue in any material respect, the Department of Defense, by written notice to the Government, and giving the Government ten (10) business days to respond, may make immediately due and payable the entire principal indebtedness then outstanding and accrued interest thereon to date of payment.

All sums payable hereunder shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed by the Government or any political or taxing subdivision thereof.

No failure or delay on the part of the Department of Defense to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof.

All statements, reports, certificates, opinions and other documents or information furnished to the Department of Defense under this Agreement shall be supplied by the Government without cost to the Department of Defense.

The Government shall reimburse the Department of Defense, on demand, for all reasonable and documented out-of-pocket expenses (including legal fees) incurred by the Department of Defense in connection with the enforcement of this Agreement.

To the extent that the Government has or hereafter may acquire immunity from suit, judgment, and/or execution, the Government agrees that it shall not assert or claim any such right of immunity with respect to any action to enforce its obligations under this Agreement, except as provided for in the Government's judicial codes with respect to execution through the courts of the Government.

Upon entry into force of this Agreement, the Department of Defense shall consider arrears as having been rescheduled for the purposes of resuming the provision of assistance to the Government. The Department of Defense will notify the Government of the amounts rescheduled, provide a repayment schedule of those amounts, and provide the actual interest rate assigned to this Agreement.

The Department of Defense portion of this Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, United States of America.

If the terms of this Agreement provide for the Consolidation Period to be extended beyond the initial Consolidation Period, and provided conditions contained therein are met, the Department of Defense will manage each extended Consolidation Period as a separate loan and identify it with a separate loan number and interest.

All communications between the Government and the Department of Defense shall be in writing, in the English language at the following address:

Defense Security Cooperation Agency
Crystal Gateway North
Suite 303
1111 Jefferson Davis Highway
Arlington, VA 22202-4306

Facsimile: (703) 604-6538

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